

THIS DOES NOT
CIRCULATE

PROFESSIONAL EMPLOYEES
AGREEMENT

between

LOWER CAPE MAY REGIONAL
BOARD OF EDUCATION

and

LOWER CAPE MAY REGIONAL
EDUCATION ASSOCIATION

for school years

1977-1979

Cape May County

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PREAMBLE

This Agreement entered into this 15th day of Sept. 1977, by and between the Board of Education of Lower Cape May Regional School District, Cape May, New Jersey, hereinafter called the "Board", and the Lower Cape May Regional Education Association, hereinafter called the "Association".

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutural covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel whether under contract, on leave, on per diem basis, employed or to be employed by the Board, as follows:

Classroom Teachers, Nurses, Media Specialists,
Reading Teacher, Co-Curricular Sponsors,
Guidance Personnel, Department Chairmen,
School Psychologist, Learning Disabilities
Teacher-Consultant, School Social Worker,
and Permanent Substitutes.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers employment. Such negotiations shall begin not later than during the first week of October of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and Association.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and condition of employment applicable of the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

G. The Board agrees to notify the Association at regular Board meetings of any state or federal funds made available and consider recommendations relative to its disposal.

H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions

1. "Grievance" is any alleged violation of this Agreement) or any dispute with respect to all matters concerning the terms and conditions of teachers employment).

2. An "aggrieved party" can be a teacher, the Association, or the Board.

3. Level One - Principal of the school in which the alleged grievance occurred.

4. Level Two - Superintendent.

5. Level Three - Board of Education.

6. Level Four - Binding arbitration.

C. Submission of Grievances

1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Schedule E and shall contain those specifics which are required by the referenced form.

2. A grievance shall be deemed waived unless submitted within twenty-one (21) calendar days after the occurrence of the grievance or after twenty-one (21) days after aggrieved party had reasonable cause to have notice thereof.

D. Grievance Procedures

1. The aggrieved party shall first submit grievance in writing to the appropriate Level One representative.

(a) The appropriate Level One representative shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to Level Two.

2. Level-Two- The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Said Level Two representative shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within the ten (10) days the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to Level Two, if no decision is rendered move the grievance to Level Three.

3. Level-Three- The aggrieved party shall submit grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision. The Board of Education may grant a hearing of the grievance if requested by the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within the thirty-five (35) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or forty-one (41) calendar days after the grievance was submitted to Level Three if no decision is rendered, move the grievance to Level Four; and

The aggrieved party shall notify in writing the Board of Education Secretary that the grievance is being moved to Level Four.

4. Level-Four- The aggrieved party shall, within ten (10) calendar days of the Level Three decision or forty-five (45) calendar days after submission at Level Three, submit appropriate petition for submission to arbitration to the

American Arbitration Association and deliver said copy of petition to the Board Secretary.

(a) A Request for the names of seven (7) arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and the Association shall strike names from the list in accordance with the rules and regulations of the American Arbitration Association in the selection of an arbitrator.

(b) The arbitrators decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative or adds to or detracts from the provisions of this Agreement.

E. Miscellaneous

1. Any aggrieved party may be represented at all stages of the grievance procedure by himself, two representatives, and an attorney in accordance with the provisions of Chapter 303, Public Laws of 1968 as amended by Chapter 123 Public Laws of 1974.

2. All grievance procedure determinations shall be written, signed by the appropriate level authority and shall be attached to the grievance form.

3. All parties must indicate in writing on the form provided, the fact that a grievance has been resolved.

4. Aggrieved parties who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Superintendent, Principal, or other supervisory personnel until such time said grievance is finally determined.

5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. The time limits specified at any given level of the grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.

7. Costs incurred on account of a Level Four grievance procedure shall be borne equally by the Board and the Association.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities to the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereinunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be en-

titled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. Any suspension of a teacher pending charges may be with pay within the discretion of the Board as limited by law.

F. Teachers shall not use their institutional privileges for private gain at the expense of the students.

G. Teachers should refrain from unprofessional criticism of their colleagues and supervisors and should abide by the accepted code of ethics of the Education profession.

H. Nothing in this Agreement shall be construed to alter the obligation and duties of persons in public employment under ARTICLE I, paragraph 19, of the Constitution of the State of New Jersey as the same has been interpreted by the Courts of this State.

ARTICLE V

MANAGEMENT RIGHTS

A. The Lower Cape May Regional Board of Education, on its own behalf and on behalf of the electors of the said Board, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including the right:

1. To exercise executive managment and administrative control of the school system and its properties and facilities, and the activities of its employees while in the performance of their teaching duties for the good of the school and the pupils.
2. To hire all employees and subject to the provisions of law to determine their qualifications, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students.
4. To decide upon the means and methods of instruction, and the selection of twxtbooks and other teaching materials, and the use of teaching aids
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and extra curricular activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict, the Board of its rights, responsibilities, and authority under the New Jersey School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall notify the appropriate building principal upon arrival on the premises during school hours.
- C. The Association and its representatives have the right to use school buildings and premises at all reasonable hours for meetings. The Superintendent shall be notified in writing in advance of the time and place of all such meetings and shall initial said notification indicating approval.
- D. The Association has the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. All expenses of the Association in the conduct of its business and its organization shall be borne by the Association through its members unless otherwise provided within this Agreement.
- F. The Association shall have the right to assist the Administration in the planning of an orientation program for new teachers and shall have the right to have its representatives address the new teachers as part of the orientation program for new teachers. The Association shall indicate the designated teachers who have accepted the responsibility of assisting new teachers during the new teachers' first year of employment.

G. All communications from June 15th to August 31st regarding this Agreement will be directed to the President of the Association by certified, return receipt, mail. The Association shall assume the cost of the mailings.

ARTICLE VII

SCHOOL CALENDAR AND TEACHER WORK YEAR

A. The in-school work year for teachers employed on a ten month basis shall not exceed 185 days which shall include 180 legal school days (except for new teachers who may be required to attend two additional days of orientation), three (3) days of which shall be designated as snow days or emergency days and shall be eliminated from required attendance if not used for making up any days lost due to snow or other emergencies causing the closing of school.

1. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

2. Teacher attendance shall not be required whenever student attendance is not required due to snow or other emergency conditions.

B. The School Calendar, when fixed and adopted by the Board, shall be considered as a part of this Agreement and shall be attached hereto as Schedule B.

1. The Association shall have the opportunity to make recommendations concerning the school calendar for the consideration of the Board and shall do so by having the Association President submit in writing a proposal relating thereto to the Secretary of the Board or or before December 1 of the preceding year of the school calendar being considered.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. Any teacher who performs homebound instruction will be compensated at \$10.00 per instructional hour.
- C. The principals shall be charged with scheduling yearly and daily teaching loads in the junior and senior high schools so that there may be six (6) teaching periods which should not exceed five (5) hours of pupil contact per day. Assignments to a supervised study period shall be considered a teaching period for the purpose of this article.
- D. 1. Teachers shall have a daily duty-free lunch period at least equal to the lunch period of the students in their building but not less than twenty-five(25) minutes per day.
2. Teachers may leave the building with administrative permission during the scheduled duty-free periods, but will sign in and out at such time.
- E. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings.
2. The notice of and agenda for any meetings shall be given to the teacher involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
- F. Teachers shall, in addition to their lunch period, have one period daily for preparation during which they shall not be assigned to any other duties.
- G. Exceptions to provisions in C, D and F above may be made when sufficient substitute teachers cannot be obtained or any emergency develops.
- H. Teacher participation, as set forth in Schedule C, shall be compensated according to the rate of pay and/or release time in Schedule C. The Board shall have in its sole discretion the option to fill or not to fill any or all of these positions.

Extra curricular activities other than those set forth in Schedule C shall be carried on without compensation.

I. Teachers shall adequately and daily prepare for instruction and will make such instruction preparation available to designated supervisors or administrators.

J. Teachers shall be punctual in reporting to school, at meetings and to all of their assignments.

K. The Administration may require a teacher to perform a necessary task.

ARTICLE IX

CLASS SIZE

A. It is agreed between the parties that in the interest of the educational process, and the school system, the maximum number of pupils for each teacher should be in the range of 25 to 30 pupils per class. The Board agrees that such range shall be sought to be maintained within the capacity of teaching facilities, the number of adequate teaching stations, the number of adequate pupil stations available in the respective teacher's room, the appropriateness of the room to the content of the course, the methods of instruction to be employed, the prior preparation of teachers, the availability of equipment for adequate teacher demonstration and student use, and any other conditions which affect the health, safety and supervision of the pupils.

Such class sizes within the range agreed upon shall be determined within the foregoing guidelines by the administrator in his sole discretion. This shall not apply to physical education classes, study hall assignments, band or chorus.

ARTICLE X

NON-TEACHING DUTIES

A. A teacher may voluntarily drive students to activities which take place away from the school building, with the advance written approval of the principal.

In such event, teacher shall be compensated at the rate of fifteen (15) cents per mile for the use of Teacher's own automobile.

B. Extra-curricular activities. Each teacher should generally and voluntarily sponsor some one extra-curricular activity as a natural outcome or interest of their subject matter preparation and be paid in accordance with Schedule C.

C. Teachers shall accept reasonable non-teaching duties as assigned when the Administration deems such duties are necessary for the proper conduct of the school.

D. Teachers shall regularly serve on committees approved by the Administration for the improvement of the school.

ARTICLE XI

TEACHER EMPLOYMENT

A. Board shall hire only:

1. Teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment; or
2. Teachers who appear on the record to meet the requirements of the New Jersey State Board of Examiners to hold a teaching certificate and who have, prior to the commencement of employment applied to the appropriate state agency for such a certificate.

B. Each teacher shall be placed on his proper experience step of the salary guide as at the beginning of the 1977-78 school year and each subsequent school year of this contract.

1. Full credit on the salary guide Schedule A shall be granted for previous outside teaching experience in a duly accredited public, private, or parochial school upon initial employment. Full credit not to exceed four (4) years of military experience shall be granted when appropriate. Credit for prior public, private, or parochial school employment shall be given only where the certification requirements for said employment are similar to those required by the New Jersey State Board of Examiners for this district.

C. Teachers with previous teaching experience in the Lower Cape May Regional School District shall upon return to the system receive full credit on the salary guide for all teaching experience and military experience as provided herein and as limited by paragraph B hereinabove.

D. Teachers will be notified in writing of their contract and salary status for the ensuing year no later than April 30.

E. Those who fail to fulfill their contractual obligations as the contract has come to mean through prior decisions and history shall be subject to appropriate action by the Board and/or Association.

F. Dismissal procedures of teachers under tenure shall be that as provided by law.

G. Dismissal procedures of non tenured teachers shall be that as provided by law.

ARTICLE XII

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Pay days shall be the fifth twentieth of each month.

3. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June. This must be an annual commitment.

4. When a pay day falls on or during a school or legal holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

5. Teachers shall receive their final checks on the last working day in June.

C. Supermaximums.

1. Each Teacher receiving a super maximum in the 1976-77 school year, shall continue to receive during the 1977-78 and 1978-79 school year, the same super maximum as received during the 1976-77 school year.

2. No new or additional super maximum shall be paid. All payments on account of the super maximum shall terminate as of June 30, 1979.

3. Article II, paragraph B-7 of the previous contract shall become null and void, and of no further force and effect as at June 30, 1979.

D. Bachelor Plus Classification.

1. Effective July 1, 1977, for a Teacher to be eligible for a classification over that of a Bachelors Degree, or for any Teacher to change a salary classification in effect as at June 30, 1977, educational credits earned

shall be earned under and subject to terms, conditions, and limitations as follows:

a. Each credit earned must be a graduate credit earned from an accredited institution.

b. Each credit shall be earned in one or more of the areas as follows:

(1.) In the subject matter for which the Teacher has been retained by the Board.

(2.) In the area of education

(3.) In the area of education administration.

(4.) In the area of education guidance.

c. Teacher shall receive a minimum C grade for each credit towards the Bachelor plus classification.

d. No credit shall be earned by Teacher for courses taken outside the areas enumerated in paragraph 2-b, hereinabove, without the prior written consent of the Board.

2. All classifications over that of a Bachelors Degree recognized prior to July 1, 1977 shall be continued notwithstanding the fact that such classification does not meet the criteria as set forth hereinabove.

3. Notwithstanding the provisions of paragraph one hereinabove no teacher shall be compensated for a Bachelors plus Fifteen or a Masters Plus Fifteen prior to July 1, 1978.

ARTICLE XIII

TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and room assignments for the forthcoming year, at the discretion of the Administrator and not later than ten (10) days before the beginning of school, except in an emergency.

2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

3. Teachers should attend general, special and Parent Teachers Association meetings as designated by the Administration.

4. Teachers shall regularly participate in curricular development individually and in committee to provide an on-going educational program to serve the needs of the students in the school district.

5. Teachers shall seek supervisory assistance when needed and accept supervisions as provided by the school system.

B. The requirements as set forth in Article VIII, paragraphs E-1 and K, and Article XIII paragraph A-3 shall be limited to that which is reasonable and necessary for the full, complete, and effective implementation and performance by teacher of teacher's duties as required herein, by Board policy and practice, and as is or may be required by the State of New Jersey and Constitution of the United States.

ARTICLE XIV
TEACHER EVALUATION

- A. 1. All evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.
2. Teachers will be evaluated only:
- (a) By persons certified by the New Jersey State Board of Examiners to supervise instruction; or
 - (b) By an individual who appears on the record to meet the statutory requirements for certification and who prior to commencement of employment as a supervisor has applied to the appropriate government agency for such certification. If proper certification is denied then all evaluations conducted by that individual will be expunged from the teachers evaluation file.
3. Subsequent to an evaluation, the teacher will have an evaluation conference with the evaluator. Within one week of said evaluation, an evaluation report shall be prepared and presented to the teacher. At such time the teacher shall have an opportunity to conference the report with the evaluator. No such evaluation shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.
- B. 1. A teacher shall have the right, upon request, to review his evaluation material at least once a year, and to receive one copy at Board expense of any material contained therein. A teacher may be entitled to have a representative of the Association accompany him during such interview. A teacher shall have the right to indicate those materials which he believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his evaluation material unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have

the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy. Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to teacher a duplicate of said answer, which duplicate shall be supplied by teacher.

3. The Board will not establish any evaluative file which is not available for the teachers inspection.

4. Notwithstanding the provisions of paragraph B-3 hereinabove, a correspondence folder shall be kept for each teacher separate from teachers evaluative material.

5. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

C. 1. Prior to any annual evaluation report, the immediate supervisor of a nontenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Supervisory reports shall be presented to nonsupervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written in narrative form and shall include, when pertinent:

(1.) Strengths of the teacher as evidenced during the period since the previous report.

(2.) Weaknesses of the teacher as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

d. Such supervisory reports are to be provided for non-tenure teachers at least three (3) times each year.

e. Tenure teachers shall be evaluated no-less frequently than once each school year.

D. Final evaluation of teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the evaluative file of such teacher after severance or otherwise than in accordance with the procedure set forth in this article.

ARTICLE XV

LEAVES OF ABSENCE

A. Sick Leave. As of September 1, all teachers shall be entitled to ten (10) sick leave days for each school year as of the first official day of said school year regardless of whether they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit except for permanent substitutes who shall have ten (10) non-accumulative sick leave days each year. After three (3) consecutive days of absence due to illness, a doctor's written certification shall be submitted.

B. Other Leaves.

1. Three (3) days leave of absence for personal, legal, business, household or family matters are permitted during a school year. Unused personal days cannot be accumulated. Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least one (1) day before taking such leave. Said request shall state that the applicant seeks leave under the provision of this section. In the event of an emergency which precludes the provision of one (1) day written notice, said notice shall be provided at the earliest possible time.

2. No personal day shall precede or follow a holiday or vacation period except in an emergency.

3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system will not result in the loss of pay or personal leave days.

4. In cases where the teacher is quarantined by an appropriate governmental agency no loss of pay or personal leave days shall result.

5. Critical illness or death in immediate family such as a spouse, children, mother, father, sister, brother, grandfather, grandmother, grandson, and granddaughter, shall constitute an excused absence up to five (5) days per year. Such absence shall not result in loss of personal days.

6. Misuse of leave shall result in forfeiture of pay and/or

professional censure for violation of school policy and the Code of Ethics.

7. Other leaves subject to terms may be granted by and in the sole discretion of the Board.

C. Sabbatical Leaves. Two (2) sabbatical leaves of absence for any school year may be granted by and in the sole discretion of the Board of Education to any professional employee upon written request for the purpose of study or travel for the purpose of study or for reasons of health.

1. Applicant for a sabbatical leave shall have completed at least seven (7) years of satisfactory service in the Lower Cape May Regional School district.

2. Applicant's request for a sabbatical shall be submitted in writing to the superintendent no later than March 1st of the school year preceding the year for which said sabbatical is sought.

3. An application for a sabbatical shall set forth the reasons for which said sabbatical is requested. If the sabbatical is requested for reasons of health, the request must be accompanied by a certificate from the attending physician as to the necessity therefore.

4. The Board of Education shall notify the applicant in writing of approval or disapproval of said application for leave not later than the first week of May following the receipt by the Board of the application.

5. Upon receiving permission and upon termination of said leave the applicant shall resume his service at the opening of the ensuing school year and continue said employment for not less than two (2) additional school years. A contract to this effect shall be signed by the applicant prior to the commencement of the leave.

6. To the extent applicant receives compensation while on sabbatical leave, the compensation as provided in paragraph eight hereinbelow shall be reduced on a dollar for dollar basis.

7. The period of sabbatical leave shall count as regular employment in the school district.

8. An employee granted a sabbatical shall receive one-half of his regular salary for said period.

ARTICLE XVI

SUBSTITUTES

A. The Board agrees to try to maintain a list of substitute teachers. Teachers who are going to be absent from school must notify the person designated by their principal not later than 7:00 a.m. on the day they will be unavailable for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

1. Pay for substitutes shall be established as follows:

- a. A certified teacher, teaching in his certified field- \$30.00 per day.
- b. A certified teacher, teaching out of his certified field- \$25.00 per day.
- c. County substitute certificate teacher - \$20.00 per day.
- d. A substitute teacher who works more than ten (10) consecutive days for a given regular teacher, who fulfills all teacher's duties, shall be paid at the rate of 1/200 of step 1, B.A., Schedule A for each consecutive day in excess of the initial ten.

2. The Board will continue to hire two (2) permanent substitutes, each of which shall be employed full time to serve in positions to which assigned from day to day. Such teachers shall be required to work each school day in the particular position and school to which each is assigned for that day, and may be assigned to fill positions of teachers who are temporarily absent. All rights and privileges of the contract except as otherwise specifically stated herein, shall apply to said permanent substitutes, subject to the statutes of the State of New Jersey and the rules of the State Board of Education.

B. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-

teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute.

C. In case of emergencies, teachers shall substitute during their planning periods. This shall be kept to an absolute minimum by the administration.

ARTICLE XVII

PROTECTION OF TEACHERS

A. 1. When absence arises out of or from an assault or injury to a teacher received while acting in the discharge of his duties, the teacher shall not forfeit any sick leave or personal leave.

2. Benefits derived under this or subsequent agreements shall continue beyond the period of any workmen's compensation until the complete recovery of any teacher, as determined by a doctor when absence arises out of or from assault or injury.

B. A school nurse shall be scheduled for the entire school day.

ARTICLE XVIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. It is understood that the maintenance of classroom control is considered to be the responsibility of each individual teacher.
- B. However, if in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom with a written note, and refer him to the next higher authority.
- C. If within three (3) days of presentation to the Principal, the matter is not resolved to the satisfaction of all concerned, the Superintendent, within three (3) additional days shall render a written decision concerning the case. If still not resolved, it may be presented by the PR&R Committee of the Association to the Board.
- D. Teachers shall be responsible for the supervision and accountability of school property and for school materials assigned to them.

ARTICLE XIX

INSURANCE PROTECTION

A. For the school years 1977-79, the Board of Education will assume the cost for the coverage as set forth in the Public and School Employees Health Benefits Program for the entire family.

B. The Board shall provide to each teacher upon employment, a description of the health-care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage as listed above.

C. 1. The Blue Cross of New Jersey Prescription Plan, which plan provides a \$1.00 deductible (co-pay) provision, the cost of which will be paid by the Board, as follows:

- | | |
|---------------------|------------------|
| a. Family Unit | \$4.53 per month |
| b. Single Member | \$1.87 per month |
| c. Parent and Child | \$2.89 per month |

2. It is agreed and understood that the Board will not make any contributions in excess of the amounts provided herein for each participant in the plan. If there is any increase in the cost of the plan, this additional cost shall be borne solely by the employee.

ARTICLE XX

PERSONAL AND ACADEMIC FREEDOM

- A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.
- B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Lower Cape May Regional School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:
1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material provided only that said material is relevant to the course content and does not run counter to expressed Board policy.
 2. In performing their official teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the subject matter of the course they are teaching, provided, however that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its Administration, or the Board and subject to Board policy.

ARTICLE XXI

BOOKS AND OTHER INSTRUCTIONAL

MATERIALS AND SUPPLIES

- A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quantity and quality to enable teachers to properly fulfill their teaching responsibilities. Teachers purchasing materials and/or supplies with the advance approval of their Principal or immediate supervisor shall be reimbursed upon submission of an appropriate receipt of purchase.
- B. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life.
- C. Teachers shall be a part of all textbook selection.

ARTICLE XXII

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOCIAL SECURITY # _____

School Building _____ District _____

To Disbursing Officer _____ Board of Education:

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school year. I understand that the disbursing officer will discontinue such deductions only if I file notice of withdrawals as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Governing Board and all its officers from any liability therefrom.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by contacting either the President of the Association or the President of the Board.
- D. 1. Whenever a teacher, administrative, or paid extra-curricular vacancy occurs or a new position is created, within three (3) days after receipt of the official resignation (Schedule D) or designation by the Board that a new position has been created, a Notice shall be given to the President of the Teachers Association, said Notice stating that such a vacancy exists.
2. Nothing herein contained in this Article precludes the Board from filling any staff vacancy with a person not presently employed in this System. All qualified staff members making application for said vacancy shall be given due consideration.
- E. For the purpose of binding the Board of Education, notwithstanding the provisions of Article XXIII, paragraph D, a vacancy shall not exist until the resignation in the form provided in Schedule D is submitted in proper form and said resignation is formally accepted by the Board of Education.

ARTICLE XXIV

DEDUCTION FROM SALARY

- A. 1. I designate the Lower Cape May Regional Education Association to receive dues and distribute according to the organization(s) indicated:

Lower Cape May Regional Education Association _____

Cape May County Education Association _____

New Jersey Education Association _____

National Education Association _____

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under the rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to half deduction as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduction from teacher's salaries money for Local, State and for National Association services and programs as said teacher individually and voluntarily authorize the Board to deduct and transmit the monies promptly to such Association or Associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1977, and shall continue in effect until June 30, 1979, subject to the association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year written above.

LOWER CAPE MAY REGIONAL
EDUCATION ASSOCIATION

Norman E. Winkler
President

Maureen E. Winkler
Secretary

LOWER CAPE MAY REGIONAL
BOARD OF EDUCATION

James R. Winkler
President

x Jan E. Turkington
Secretary

SCHEDULE A

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT - SALARY SCHEDULE

EDUCATION ASSOCIATION

STEP	NON DEGREE & B.A.	B.A.+15	B.A.+30	M/A	M/A+15	M/A +30	D
1.	Base Sal.	2.3	4.6	6.9	9.2	11.5	13.8
2.	4.6	6.9	9.2	11.5	13.8	16.1	18.4
3.	9.2	11.5	13.8	16.1	18.4	20.7	23.0
4.	13.8	16.1	18.4	20.7	23.0	25.3	27.6
5.	18.4	20.7	23.0	25.3	27.6	29.9	32.2
6.	23.0	25.3	27.6	29.9	32.2	34.5	36.8
7.	27.6	29.9	32.2	34.5	36.8	39.1	41.4
8.	32.2	34.5	36.8	39.1	41.4	43.7	46.0
9.	36.8	39.1	41.4	43.7	46.0	48.3	50.6
10.	41.4	43.7	46.0	48.3	50.6	52.9	55.2
11.	46.0	48.3	50.6	52.9	55.2	57.5	59.8
12.	50.6	52.9	55.2	57.5	59.8	62.1	64.4
13.	55.2	57.5	59.8	62.1	64.4	66.7	69.0
14.	59.8	62.1	64.4	66.7	69.0	71.3	73.6
15.	64.4	66.7	69.0	71.3	73.6	75.9	78.2
16.	69.0	71.3	73.6	75.9	78.2	80.5	82.8

A. Effective July 1, 1977, the base salary for the BA shall be \$10,300.00 and for Non-Degree shall be \$ 9,700.00. All other salaries shall be expressed as a percentage over the base salary as set forth above.

B. Effective July 1, 1978, the base salary for the B.A. shall be \$10,600.00 and for Non-Degree shall be \$10,000.00. All other salaries shall be expressed as a percentage over the base salary as set forth above.

C. It is the mutual intention of the Board and the Association in adopting the percentage salary index as set forth in Article XII to provide with finality

a guide which establishes a maximum number of steps after which a Teacher shall not be eligible for any supplemental salary increase by virtue of moving to a higher step or level.

D. It is the intention of the Board and the Association that the percentage between the steps(4.6%) and between classification (2.3%) and the total number of steps (16) shall not change and shall remain in full force and effect for such period of time that the Association represents the Teachers, as employees of the Board. It being understood that the Board has agreed to the utilization of said guide, only on the basis of the representations as set forth in Schedule A, C and D, hereinabove.

SCHEDULE "B"
Salary Schedule
1977-1978

Years of Employment	Non-Degree	Bachelors Degree	Bachelors +30	Masters Degree	Masters +30	Doctorate
1	9,700	10,300	10,774	11,011	11,485	11,721
2	10,146	10,774	11,248	11,485	11,985	12,195
3	10,592	11,248	11,721	11,958	12,432	12,669
4	11,039	11,721	12,195	12,432	12,906	13,143
5	11,485	12,195	12,669	12,906	13,380	13,617
6	11,931	12,669	13,143	13,380	13,854	14,090
7	12,377	13,143	13,617	13,854	14,327	14,564
8	12,823	13,617	14,090	14,327	14,801	15,038
9	13,270	14,090	14,564	14,801	15,275	15,512
10	13,716	14,564	15,038	15,275	15,749	15,986
11	14,162	15,038	15,512	15,749	16,223	16,459
12	14,608	15,512	15,986	16,223	16,696	16,933
13	15,054	15,986	16,459	16,696	17,170	17,407
14	15,501	16,459	16,933	17,170	17,644	17,881
15	15,947	16,933	17,407	17,644	18,118	18,355
16	16,393	17,407	17,881	18,118	18,592	18,828
21	16,693	17,707	18,181	18,418	18,892	19,128
26	16,993	18,007	18,481	18,718	19,192	19,428

SCHEDULE "B"

Salary Schedule
1978-1979

Based On Schedule A Index

Years of Employment	Non- Degree	Bachelors Degree	Bachelors +15	Bachelors +30	Masters Degree	Masters +15	Masters +30	Doctorate
1	10,000	10,600	10,844	11,088	11,331	11,575	11,819	12,063
2	10,460	11,088	11,331	11,575	11,819	12,063	12,307	12,550
3	10,920	11,575	11,819	12,063	12,307	12,550	12,794	13,038
4	11,380	12,063	12,307	12,550	12,794	13,038	13,282	13,526
5	11,840	12,550	12,794	13,038	13,282	13,526	13,769	14,013
6	12,300	13,038	13,282	13,526	13,769	14,013	14,257	14,501
7	12,760	13,526	13,769	14,013	14,257	14,501	14,745	14,988
8	13,220	14,013	14,257	14,501	14,745	14,988	15,232	15,476
9	13,680	14,501	14,745	14,988	15,232	15,476	15,720	15,964
10	14,140	14,988	15,232	15,476	15,720	15,964	16,207	16,451
11	14,600	15,476	15,720	15,964	16,207	16,451	16,695	16,939
12	15,060	15,964	16,207	16,451	16,695	16,939	17,183	17,426
13	15,520	16,451	16,695	16,939	17,183	17,426	17,670	17,914
14	15,980	16,939	17,183	17,426	17,670	17,914	18,158	18,402
15	16,440	17,426	17,670	17,914	18,158	18,402	18,645	18,889
16	16,900	17,914	18,158	18,402	18,645	18,889	19,133	19,377
21	17,200	18,214	18,458	18,702	18,945	19,189	19,433	19,677
26	17,500	18,514	18,758	19,002	19,245	19,489	19,733	19,977

EXTRA CURRICULAR SALARIES - ATHLETIC

	<u>1st year</u>	<u>2nd year</u>
High School:		
Athletic Director-----	\$ 1,600.	\$ 1,600.
Athletic Business Manager-----	800.	800.
Athletic Equipment Manager-----	800.	800.
Football Head Coach-----	1,500.	1,500.
Football Assistant Coaches-----	750.	750.
Basketball Head Coach (Boys)-----	1,500.	1,500.
Basketball Assistant Coaches-----	750.	750.
Basketball Head Coach (Girls)-----	1,500.	1,500.
Basketball Assistant Coaches-----	750.	750.
Baseball Head Coach-----	1,200.	1,300.
Baseball Assistant Coaches-----	600.	650.
Softball Head Coach-----	1,200.	1,300.
Softball Assistant Coaches-----	600.	650.
Track and Field Head Coach-----	1,200.	1,300.
Track and Field Assistant Coaches-----	600.	650.
Wrestling Head Coach-----	1,500.	1,500.
Wrestling Assistant Coaches -----	750.	750.
Golf Coach-----	800.	800.
Tennis Coach-----	800.	800.
Cross Country Coach-----	800.	300.
Field Hockey Coach-----	800.	800.
Swimming Coach-----	800.	800.
Soccer Coach-----	800.	800.
Teitelman School:		
Coaches-----	450.per sport 500.per sport	
(Soccer, Basketball (boys), Basketball (girls), Wrestling, Baseball Softball, Track (boys), Track (gitls).		

SCHEDULE C

EXTRA CURRICULAR SALARIES - NON ATHLETIC

CHEERLEADERS:	<u>1st year</u>	<u>2nd year</u>
Varsity-----	\$ 500.	\$ 550.
Junior Varsity-----	400.	450.
Teitelman School-----	400.	450.
Marching Band:		
Director-----	800.	850.
Assistant Director-----	400.	450.
Dance Band-----	250.	300.
Vocal Music-----	500.	550.
Summer Band-----	750.	800.
Student Council:		
High School-----	400.	450.
Teitelman School-----	300.	350.
Yearbook-----	500.	550.
Stage Crew-----	450.	500.
School Play:		
High School-----	750.	800.
Teitelman School-----	500.	550.
Department Chairmen:		
Certified-----	800.	850.
Non-Certified-----	400.	450.
Class Sponsors:		
9th and 10th grades-----	200. each	250. each
11th and 12th grades	300. each	350. each
School Paper:		
High School-----	500.	550.
Teitelman School-----	300.	350.
Affirmative Action Officer-----	800.	850.
High School Administrative Assistant-----	2,500.	2,550.
T & E Coordinator-----	1,200.	1,250.
School Psychologist-----	Schedule A Step Plus 10%	
Learning Disabilities Teacher-Consultant--	Schedule A Step Plus 3.75%	
School Social Worker-----	Schedule A Step Plus 0%	

SCHEDULE "D"

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

Cape May, New Jersey

RESIGNATION

TO: Lower Cape May Regional Board of Education

SUBJECT:

This letter is to serve as formal notice of my resignation

as _____

from the Lower Cape May Regional School District effective

_____, 197__.

Signature of Resignee

I certify that this Resignation was

submitted to the Superintendent and

executed on _____, 197__,

before _____

who witnessed same.

Signature of Resignee

Signature of Witness

SCHEDULE E
GRIEVANCE FORM

Level of Grievance:

Level One _____
Aggrieved Party or Representatives

_____ Date of Submission

Level Two _____
Aggrieved Party or Representatives

_____ Date of Submission

Level Three _____
Aggrieved Party or Representatives

_____ Date of Submission

Level Four
Notification of submission of grievance to Arbitration

_____ Date of Notification

Notification of petition to submit grievance to Arbitration

_____ Date copy received

GRIEVANCE FORM

A. Statement of Grievance:

B. Time when, place where, events surrounding Grievance:

C. Basis of Grievance:

D. Redress:

E. Signature of Aggrieved Party:

F. Steps of Grievance and outcome:
(Written decisions to be attached)